
MEMORANDUM

TO: West Lafayette Board of Public Works and Safety

FROM: David M. Buck, P.E.

DATE: January 10, 2011

SUBJECT: **VILLAGE OF ARBOR CHASE SUBDIVISION, Section 4, Phase VIII**
Westmoreland Drive North, sta. 10+74 to 22+10
Litchfield Lane, Westmoreland East to sta. 2+60
Tunbridge Way, Westmoreland West to sta. 10+00
Burnley Drive, Tunbridge North to sta. 8+00
Brixford Lane, Tunbridge South to sta. 8+30

I hereby recommend that the following items be accepted and approved for use by the West Lafayette Board of Public Works and Safety:

| | |
|---------------------|---|
| Subdivision: | Arbor Chase |
| Items: | Erosion Control Storm Sewers Sanitary Sewers As-Built Drawings 3-year Maintenance Bond Streets (5 years) |

All testing and inspections have been completed and passed.



3481 CONCORD ROAD P.O. BOX 4427 LAFAYETTE, INDIANA 47903
FAX (765)477-7431 LAFAYETTE OFFICE (765)474-1456

3481 CONCORD ROAD P.O. BOX 4427
LAFAYETTE, INDIANA 47903

January 6, 2011

David Buck
City of Lafayette, Engineer
609 West Navajo Street
West Lafayette, IN 47906

RE: Arbor Chase Subdivision, Section 4, Phase VIII
Westmoreland Drive North, sta. 10+74 to 22+10
Litchfield Lane, Westmoreland East to sta. 2+60
Tunbridge Way, Westmoreland West to Sta. 10+00
Burnley Drive, Tunbridge North to sta. 8+00
Brixford Lane, Tunbridge South to sta. 8+30

Dear Mr. Buck,

Please accept this letter as FCI's commitment to supply a 3 year maintenance bond on concrete streets as described above. We further commit, following expiration of the 3 year bond, to renew the guarantee with a subsequent 2 year maintenance bond covering the same street areas. Coverage shall be in effect for 5 continuous years in total. The afore described maintenance bond schedule shall be in lieu of one 5 year maintenance bond due to lack of offering thereof by our bonding company.

Sincerely,

A handwritten signature in dark ink, appearing to read "Paul D. Kirkpatrick". The signature is fluid and cursive, with a large, stylized "P" and "K".

Paul D. Kirkpatrick,
President

MAINTENANCE BOND FOR STREETS, SANITARY SEWERS & WATER MAINS

KNOW ALL MEN THESE PRESENTS, the we, Fairfield Contractors, Inc., as principal (hereinafter referred to as Principal), and Great American Insurance Company, as Surety, are held and firmly bound unto the Board of Public Work & Safety of the City of West Lafayette in the State of Indiana, jointly and severally, in the sum of Fifty eight thousand seven hundred Dollars (\$58,700.00), in the aggregate, for the payment of which we firmly bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, the Principal wishes the Board of Public Works & Safety of the City of West Lafayette in the State of Indiana to accept for maintenance the street, sanitary sewers, storm sewers and erosion control in the Arbor Chase Subdivision, Section 4, Phase VIII, Westmoreland Dr. North, located in Tippecanoe County, State of Indiana. From Station 10 & 74 to 22 + 10, Litchfield Lane from Westmoreland East to Station 2 + 60, Tunbridge Way from Westmoreland West to Station 10 + 00, Burnley Drive from Tunbridge North to Station 8 + 00, Brixford Land from Tunbridge South to Station 8 + 30,

Now, THEREFORE, the condition of this obligation is such that if the Board of Public Works & Safety of the City of West Lafayette in the State of Indiana accept such streets, sanitary sewers, storm sewers and erosion control as requested by the Principal, the Principal shall faithfully perform the work to be done in constructing such streets, sanitary sewers, storm sewers and erosion control above referred to and shall fully indemnify and save harmless the Board of Public Works & Safety of the City of West Lafayette in the State of Indiana from all costs and damages which the Board may suffer by reason of the failure of Principal to do so and shall fully reimburse and repay the Board of Public Works & Safety of the City of West Lafayette in the State of Indiana may incur in making good any such default and will pay all persons who have contracts directly with the Principal for labor and materials, and the Principal warrants that such construction shall be done according to standards of good workmanship, and that all the materials used in the construction shall be of good quality, and that said streets, sanitary sewers, storm sewers and erosion control shall be constructed in accordance with the standards, specifications and requirements of the Tippecanoe County Subdivision Control Ordinance applicable to said plat, and if Principal, at its own expense for a period of three (3) years after said streets, sanitary sewers, storm sewers and erosion control are accepted for public maintenance by the Board of Public Works & Safety of the City of West Lafayette in the State of Indiana, shall make all repairs which may become necessary by reason of improper workmanship or materials with such maintenance, however, not to include any damage to said streets, sanitary sewers, storm sewers and erosion control resulting from forces or circumstances beyond the control of said Principal, or

occasioned by inadequacy of standards, specifications and requirements of said Tippecanoe Subdivision Control Ordinance; then this obligation shall be null and void; otherwise it shall remain in full force and effect.

In witness whereof we have hereunto set our hand and seals this 6th day of January 2011.

PRINCIPAL:

Fairfield Contractors, Inc.

(Name of Principal Above)

BY:

Paul D. Kirkpatrick
(Sign here and indicate capacity of position with Principal)

Paul D. Kirkpatrick, President

SURETY:

GREAT AMERICAN INSURANCE COMPANY

BY:

Thomas J. Mitchell
(Insert Name of Surety) THOMAS J. MITCHELL,
ATTORNEY-IN-FACT

The above streets, sanitary sewers, storm sewers and erosion control Maintenance Bond approved and accepted on behalf of the Board of Public Works & Safety of the City of West Lafayette in the State of Indiana, on the _____ day of _____, 20____.

President

Member

Member

Constituting the Board of Public Works & Safety of the City of West Lafayette in the State of Indiana.

ATTEST:

Auditor of the City of West Lafayette, Indiana

See attached

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than EIGHT

No. 0 18129

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

| Name | Address | Limit of Power |
|----------------------------|------------------|----------------|
| STEVEN M. GARRETT | DEBORAH A. YATES | ALL |
| WILLIAM A. KANTLEHNER, III | JEFFREY A. BROWN | \$75,000,000. |
| THOMAS J. MITCHELL | DIANE L. PHELPS | |
| ROGER A. NEAL | LINDA KAPFHAMMER | |

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 30TH day of JULY, 2009
Attest GREAT AMERICAN INSURANCE COMPANY



Assistant Secretary

David C. Kitchen

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (513-412-4602)

On this 30TH day of JULY 2009, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN L. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-11

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 6TH day of JANUARY, 2011



Assistant Secretary

**TIPPECANOE DEVELOPMENT, LLC
P.O. BOX 811
LAFAYETTE, IN 47902-0811**

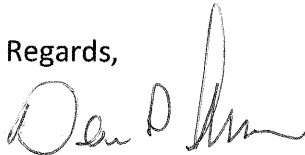
January 7, 2011

City of West Lafayette
Engineers Office
609 W Navajo Dr.
West Lafayette, IN 47906
Attn: Dave Buck

Dear Mr. Buck,

This letter is in regards to Arbor Chase by the Lakes Section Four. Enclosed, please find a cashier's check in the amount of \$50,000.00. This is the agreed upon amount to cover the unfinished dirt balance and the storm pipe installation behind Lots 63 to 66. It is our intention to replace this check with a letter of credit within two weeks. Furthermore, it is our understanding that the letter of credit will be returned once the dirt and storm pipe are completed. If you have any questions, please feel free to call me at (765) 714-4321.

Regards,



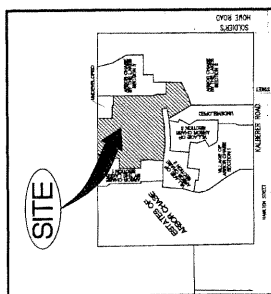
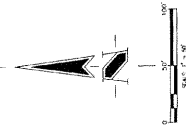
Derrin P. Sorenson

WEST LAFAYETTE, INDIANA

PART OF THE NW 1/4 OF SECTION 5 AND PART OF THE
-NE 1/4 OF SECTION 6 ALL IN TOWNSHIP 23 NORTH,
RANGE 4 WEST, CITY OF WEST LAFAYETTE, TIPPECANOE
COUNTY, INDIANA

RECORD
DRAINAGE AND UTILITY EASEMENT
DRAINAGE EASEMENT
BUILDING SETBACK LINE
EASEMENT LINE
STREET ADDRESS
5/8" REBAR WITH YELLOW
PLASTIC CAP STAMPED,
"SCHNEIDER FIRM #0001" TO
BE SET UPON FINAL GRADING.

Cross Reference survey performed by Votler and Associates, Inc. and



TITLE HOLDER:
TIPPECANOE DEVELOPMENT, LLC
P.O. BOX 811
LAFAYETTE, IN 47903
(765) 742-0300
TAX KEY #: 170-05916-0348

FOR CONTINUATION SEE SHEET 2



OUTLOT #9

PART OF THE NW 1/4 OF SECTION 5 AND PART OF THE
NE 1/4 OF SECTION 6 ALL IN TOWNSHIP 23 NORTH,
RANGE 4 WEST, CITY OF WEST LAFAYETTE, TIPECANOE
COUNTY, INDIANA

PART OF THE NW 1/4 OF SECTION 5 AND PART OF THE
NE 1/4 OF SECTION 6 ALL IN TOWNSHIP 23 NORTH,
RANGE 4 WEST, CITY OF WEST LAFAYETTE, TIPPECANOE
COUNTY, INDIANA



FOR CONTINUATION SEE SHEET 1

LEGEND
DRAINAGE AND UTILITY EASEMENT
DRAINAGE EASEMENT
BUILDING SETBACK LINE
EASEMENT LINE
STREET ADDRESS
5/8" REBAR WITH YELLOW
PLASTIC CAP STAMPED,
"SCHNEIDER FIRM 20001" TO
BE SET UPON FINAL GRADING.

Cross Reference survey performed by Vestler and Associates, Inc. and recorded as Instrument No. 9310640 in the Office of the Recorder of Tippecanoe County, Indiana.



THE SCHNEIDER CORPORATION
West Lafayette Office
1330 Wm. Hartschall Blvd.
Suite 100
West Lafayette, IN 47906-4156
Telephone: 765.443.6661
Fax: 765.443.6665
www.schneidercorp.com

Architecture
Civil Engineering
Environmental Engineering
Geotechnical Services
GIS • LIS
Home Builder Services
Interior Design
Land Surveying
Landscape Architecture
Transportation Engineering

ARBOR CHASE BY THE LAKES
SECTION FOUR
WEST LAVLETTE INDIANA
TIPPECANOE DEVELOPMENT, LLC
PO BOX 811 LAVLETTE IN 47903

| | | | |
|---|----------|-------------|-----------|
| DATE | 11/22/10 | PROJECT NO. | 4310.0002 |
| DRAWN BY | JEP | DESIGNED BY | |
| SHEET TITLE | | RHM/MSH | |
| FINAL PLAN | | | |
| DRAWING FILE: C:\P\PROJECTS\004310\004310-PAVE\PAVE - RHM/MSH.DWG PLOT(S) C:\P\PROJECTS\004310\004310-PAVE\PAVE - RHM/MSH.PLOT | | | |
| SHEET NO. | | 2 | |

TITLE HOLDER:
TRIPECANOE DEVELOPMENT, LLC
P.O. BOX 811
AFAYETTE, IN 47903
(765) 742-0300
FAX KEY # 170-05916-0348

CERTIFICATE OF APPROVAL

After having given public notice of the time, place and nature of the application for primary approval of this modification by publication in the *Lafayette Courier* and the *Lafayette Journal* and after having given the same notice by the *Lafayette Journal* and the *Lafayette Courier* on June 25, 1977, received by the General Assembly of the State of Indiana and all such supporters and friends of the proposed modification, this bill was given primary approval by a majority of the members of the House of Representatives of the State of Indiana, at a meeting of the House on the 19th day of June, 1978, and the 20th day of March, 1979.

LAND SURVEYORS' CERTIFICATE

I, Mark S. Hinesman, hereby certify that I am a registered professional land surveyor of the State of Indiana; and that this plat correctly represents a subdivision completed by The Shoulder Corporation, Inc. of the instruments and returns thereon will be met upon field staking, and that the location, size, type, and material are accurately shown; and that the completed area of clearance of the boundary survey is not more than one (1) foot in ten thousand (10,000) feet; and that this plat complies with the provisions of the Subdivision Ordinance.

DEDICATION CERTIFICATE:

The undersigned Expressone Development, LLC, owner of the real estate shown and described herein, do hereby lay off, plot and subdivide said real estate in accordance with the herein plat.

This subsection shall be known and designated as **ARTICLE CHASE BY THE LANCES, SECTION FOUR**, an addendum to the **Applicable Ordinance**, Chapter 5.58, Section 14.01, of the City of Los Angeles, California, and shall be published in the *Los Angeles Official Journal* on the 14th day of May, 2010, at 14:00 and 22:00 hours, and shall be effective on the 15th day of May, 2010. The date of the lots and the address of the lots, streets and monuments are shown on the within Part Two. The date of the lots and the address of the lots, streets and monuments are shown in figures (dashed line, survey lot and section parts thereof). All streets, streets and public open spaces shown and not heretofore dedicated are hereby dedicated to the public.

EXCISEMENTS—Exciseents for installation and maintenance of utilities and drainage facilities are returned as shown on the record card. While these exciseents, to structure, foundation or other material used for drainage or be permitted to remain may have damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage in the easements or which may obstruct or retard flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

RESTRICTIVE COVENANTS - All lots are subject to certain restrictive Covenants and all subsequent amendments as recorded in Instrument No. 04-0002583, 04-021807, 04-0226230 and 06-0003669 in the Office of the Recorder for Tippecanoe County, Indiana.

The foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2028, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the true owners of the building after January 1, 2028, it is agreed to change any covenants in whole or in part. The covenants shall be enforceable by the owners of the building.

validation of any one of the foregoing provisions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Derrin P. Sorenson, President
Tigerconcrete Development, LLC

Before me, the undersigned Notary Public, in and for said County and State, personally appeared Dennis P. Sarason, President of Tipacacine Development, LLC, who acknowledged the execution of the foregoing instrument as his voluntary act and deed, for the purpose therein expressed.

Witness my Hand and Seal this _____ day of _____, 2010.
Residing in _____, County _____

My Commission Expires : _____

 Signature

LAND DESCRIPTION:

[illegible]

Village of Arbor Chase, Section 4, Phase VIII, January 10, 2011

APPROVED:

DATE: _____

CITY OF WEST LAFAYETTE
BOARD OF PUBLIC WORKS AND SAFETY

John R. Dennis, Mayor

Sana G. Booker, Member

Bradley W. Marley, Member

Jonathan C. Speaker, Member

Elizabeth M. Stull, Member

Attest:

Clerk-Treasurer Judith C. Rhodes